Registered No. M.—1175

The Mysore Gazette.

Vol. 74] PUBLISHED BY AUTHORITY. [No. 25

BANGALORE, THURSDAY, JUNE 22, 1939.

PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

KOLAR DISTRICT.

Abstract Notification dated 9th June 1939.

The attention of the public is invited to the detailed notification of even date, regarding the sale of harvesting of grass crop in the several plantations of this district published on pages 1159-1160, Part VI of the *Mysore Gazette*, dated 15th June 1939.

K. KRISHNASWAMY,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated the 6th June 1939.

The attention of the public is invited to the detailed notification dated 6th June 1939, regarding the sale of timber in the undermentioned Depots, published on pages 1124 and 1125, Part VI of the *Mysore Gazette*, dated 15th June 1939.

Name of depot	Date of sale	Teak	Honne	Mathi	Bite	Other kinds	Sawn materials	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
1. Hunsur ..	26th June 1939	22	..	..	279	..	..	
2. Periyapatna ..	27th June 1939	389	..	..	..	..	..	
3. Ramanathapura ..	28th June 1939	..	729	..	..	..	..	
4. Antersanthe ..	21st June 1939	1,307	204	200	100	219	..	
5. Manchegowdanahalli	20th June 1939	1,490	755	978	..	474	..	
6. Chamarajnagar ..	19th June 1939	52	1,600	..	..	..	..	
7. Nanjangud ..	24th June 1939	1,707	572	..	..	..	..	
8. Mysore Wood Yard ..	22nd June 1939	1,959	721	2,408	1,950	..	244	

More or less.

Abstract Notification dated the 30th May 1939.

The attention of the public is invited to the detailed notification dated 30th May 1939 regarding resale of Minor Forest Produce in several units of Mysore District on 23rd June 1939, published on page 1123 of Part VI of the *Mysore Gazette*, dated 15th June 1939.

Notification dated 16th June 1939.

It is hereby notified for general information that the exclusive right of collecting Tupra leaves in Biligiri Rangan Temple Forest area, Yelandur Taluk, will be sold by public auction by the District Forest Officer, Mysore District, or any other Officer deputed by him at 2 P.M. on 30th June 1939.

(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers in addition, free or otherwise.

(*b*) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as village forests.

1. The auction sale will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such a certificate.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale, a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into the District Treasury or into any Taluk Treasury the entire sale amount including the deposit already made together with local cess at one anna per rupee, education cess at six pies in the rupee and railway cess at three pies per rupee. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions hereunder mentioned, duly furnishing a security deposit equal to one-fourth of the sale amount. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer or the Chief Conservator of Forests. When such sanction is accorded, the sub-lessee will be bound by all terms and conditions of the sale.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter Forest area.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them. The lessee shall be considered a wholesale dealer for the collection and export of leaves and shall not interfere with licenses issued by the department for small quantities of leaves to *bona fide* local beedi manufacturers. (*Vide* G. O. No. D. 8079-89—Ft. 314-26-2, dated 21st March 1927.)

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the forest all produce collected and sold under the terms of the lease before the end of June 1940.

(*h*) Neither the lessee nor his servants shall enter the Forest area either before sunrise or after sunset.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

Notification dated 16th June 1939.

It is hereby notified for the general information that the exclusive right of collecting the Minor Forest Produce in Sri Biligiri Rangan Temple Forests, Yelandur Taluk, will be sold by public auction by the District Forest Officer, Mysore District, or any other Officer deputed by him, on 30th June 1939 at 2 P.M.

Excludes—

(1) Honey to be got from Jana Burey and Kamro Burey for temple use.
(2) Bende Fibre required for temple use.
(3) Mango leaves required for temple use.

(*a*) Excludes the produce of the Forest Village areas in the Bangalore District.

1. The lessee shall not interfere with any Forest operation, such as planting, sowing, thinning and felling, etc., that the Forest Department may wish to conduct in the leased area. Should any damage be caused to Minor Forest Produce by such operations he shall not be entitled to any compensation.

Description of produce.

Tamarind fruit	Kan cardamom	Chilladabija
Seegekayi	Masani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Neem seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kapilarang	Vatehuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kiricha (State Forest)	Makliberu (State Forest)
Horns	Bendu do	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi friut
Gallnut	Rampatre or kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlu	Patanga	Nux-vomica
Wild castor seeds (State Fts.)	Bones	Fruits from fruit garden on the Hills.
Kan pepper	Maddi	Coffee seeds

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. "Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding, should, before they are allowed to bid, either deposit with the officer conducting the sale half the estimated amount of the lease, to the nearest hundred rupees, as earnest money or they should produce a local surety fully solvent to the extent of the highest bid likely to be had at the conclusion of the sale. The bond to be taken from the surety should be on a stamp paper, the stamp payable being governed by the provisions of the Stamp Act. In cases where the foreign bidders deposit half the estimated amount of the lease, the usual deposit of Rs. 200 is unnecessary, and in cases where they produce a local surety the usual deposit of Rs. 200 should also be recovered from them. In the former case the remaining amount of the lease must be paid, before the expiry of half the period covered by the lease, in two equal quarterly instalments, when the lease is for one year, and in two equal half-yearly instalments, when the lease is for two years."

6. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange

certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

7. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests or the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

8. The successful bidders shall, immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

9. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

10. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

11. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist on or before 1st February 1940.
Second khist on or before 1st May 1940.
Third khist on or before 1st February 1941.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Act, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the leases, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note. (1)—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Act, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1940, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the Forest area either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the Forest area during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce. Any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

(*p*) Interest will be charged at 6¼ per cent per annum on all belated payments.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

Notification dated the 16th June 1939.

It is hereby notified for the general information that the exclusive right of collecting Thangadi (Cassia auriculata) and Kakke (Cassia fistula) barks in Sri Biligiri Rangan Temple Forests, Yelandur Taluk will be sold by public auction by the District Forest Officer, Mysore District or any other officer deputed by him at District Headquarters on 30th June 1939 at 2 P.M.

Remarks.—Includes produce on Sri Biligiri Rangan Temple Forest area.

N.B.—(*i*) Removal of Kakke bark in plantations is prohibited.

(*ii*) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

(*iii*) The lessee shall not interfere with any operation such as planting, sowing, thinning, felling or any work of contract, repair or maintenance, etc., that any Department of Government may wish to conduct in the leased area. Should any damage be caused to the Thangadi and Kakke barks by such operations he shall not be entitled to any compensation.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, or an exchange certificate as provided for in clause 6, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances, be in the form of cash or currency notes.

5. Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding, should before they are allowed to bid, either deposit with the officer conducting the sale half the estimated amount of the lease, to the nearest hundred rupees, as earnest money or they should produce a local surety fully solvent to the extent of the highest bid likely to be had at the conclusion of the sale. The bond to be taken from the surety should be on a stamp paper, the stamp payable being goverened by the provisions of the Stamp Act. In cases where the foreign bidders deposit half the estimated amount of the lease, the usual deposit of Rs. 200 is unnecessary, and in cases where they produce a local surety the usual deposit of Rs. 200 should also be recovered from them. In the former case the remaining amount of the lease must be paid, before the expiry of half the period covered by the lease, in two equal quarterly instalments, when the lease is for one year, and in two equal half yearly instalments, when the lease is for two years.

6. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

7. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

8. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any, *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

9. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

10. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute a separate agreement at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer of the District concerned, on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Act. After executing the agreement and furnishing the security, the successful bidder shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(2) A sample form of the agreement may be seen at any of the District Forest Offices.

11. The balance of the sale amount shall be paid in three equal instalments as follows :—

1st instalment	on or before	1st November 1939.
2nd	do	1st March 1940.
3rd	do	on the 1st July 1940 or the next working day if 1st July 1940 is a General Holiday.

In default to pay the instalments on the due dates, contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising thereform which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Act or any other law for the time being in force. Interest at the rate in force for the time being will be levied on all arrears of lease amount which are permitted to be paid after the due date.

12. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the Dsitrict Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) The unused linceses and books remaining with the lessee on 31st July 1941 shall be returned to the District Forest Officer before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent occurrence of fires, in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Act, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1941 all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee, nor sub-lessee, nor his employees shall enter the Forest area either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the Forest area during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

13. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale, being recovered from him as an arrear of land revenue.

Notification dated 16th June 1939.

The undermentioned quantities of timber will be sold by public auction by the District Forest Officer, Mysore District, or any other Officer deputed by the District Forest Officer, Mysore, at 2 P.M. on the dates noted against each under the following conditions.

Name of Depot and place of sale	Date of sale	Teak	Honne	Bite	Other kinds	Teak swan	Teak reepers	Mathi
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	R.ft.	C.ft.
Mysore Wood Yard and Mysore Wood Yard near Mysore South Railway Station.	10th July 1939 and 11th July 1939 ..	20,000 ..	2,000 ..	100 ..	500 ..	500 ..	18,000 ..	10,600 ..

Remarks.—More or less.

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the Department will not be allowed to bid at the sales.

In the case of purchases not exceeding Rs. 200 in value, the initial deposit of Rs. 200 need not be insisted upon, provided that the full purchase money is paid on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to

make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In the case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later the 15th May 1940. The money shall be paid into such Treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 (*supra*). Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. S. RANGACHAR,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification dated 31st May 1939.

The attention of the public is invited to the detailed notification published on pages 1092-1093, Part VI of the *Mysore Gazette*, dated 8th June 1939, regarding the auction sale of timber in Hassan Depot on the 24th June 1939 at 2 P.M.

Abstract Notification dated 31st May 1939.

The attention of the public is invited to the detailed notification dated 31st May 1939, regarding the sales of grazing right in the Plantations and State Forests of the District up to the end of December 1939, published on pages 1093-1094, Part VI of the *Mysore Gazette*, dated 8th June 1939.

Abstract Notification dated 5th June 1939.

The attention of the public is invited to the detailed notification published on pages 1125-1126, Part VI of the *Mysore Gazette*, dated 15th June 1939, regarding the sale in public auction of the right of quarrying stones in the several Forests of Hassan and Arsikere Taluks.

Sale at Hassan	6th July 1939
Sale at Arsikere	8th July 1939

D. NARASIMHAMOORTHY RAO,
District Forest Officer.